

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address RON BENDER (SBN 143364) JULIET Y. OH (SBN 211414) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244 Email: RB@LNBYB.COM; JYO@LNBYB.COM <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor and Debtor-in-Possession	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION	
In re: THE SOURCE HOTEL, LLC, Debtor(s).	CASE NO.: 8:21-bk-10525-ES CHAPTER: 11 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 09/30/2021	Time: 2:00 pm
Location: via ZoomGov (see information below)	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 09/16/2021

Description of property to be sold:

Substantially all of the Debtor's assets, comprised primarily of (i) a partially-constructed seven-story hotel with 178 rooms located in the City of Buena Park, County of Orange, California (the "Hotel"); (ii) the Debtor's leasehold interest in a 99-year ground lease with the Debtor's affiliate, The Source at Beach, LLC, for the real property on which the Hotel is being constructed; and (iii) flooring/carpeting, lighting, appliances, trade fixtures, furniture, furnishings and equipment.

Terms and conditions of sale:

See Sale Notice attached.

Proposed sale price: To be determined at Auction and Hearing.

Overbid procedure (if any):

See Sale Notice attached.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

September 30, 2021 at 2:00 p.m.

Hearing to be conducted via ZoomGov (see info below):

Meeting URL: <https://cacb.zoomgov.com/j/1608073838>

Meeting ID: 160 807 3838

Password: 631396

Telephone: (669) 254-5252 or (646) 828-7666

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

NAI Capital Commercial, Inc.

Attn: Chris Jackson, Co-CEO

15821 Ventura Blvd., Suite 320

Encino, California 91436

Office: (818) 933-2368

Direct: (818) 905-2400 x.2368

Facsimile: (818) 933-8120

Email: cjackson@naicapital.com

Date: 09/09/2021

1 RON BENDER (SBN 143364)
2 JULIET Y. OH (SBN 211414)
3 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
4 10250 Constellation Boulevard, Suite 1700
5 Los Angeles, California 90067
6 Telephone: (310) 229-1234
7 Facsimile: (310) 229-1244
8 Email: RB@LNBYB.COM; JYO@LNBYB.COM

9 Attorneys for Chapter 11 Debtor and
10 Debtor-in-Possession

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:

THE SOURCE HOTEL, LLC, a
California limited liability company,

Debtor and Debtor in
Possession.

Case No.: 8:21-bk-10525-ES

Chapter 11

**NOTICE OF DEBTOR'S MOTION FOR
ENTRY OF ORDER: (1) AUTHORIZING
SALE OF SUBSTANTIALLY ALL OF THE
DEBTOR'S ASSETS; (2) AUTHORIZING
THE DEBTOR'S ASSUMPTION AND
ASSIGNMENT OF GROUND LEASE AND
DETERMINING CURE AMOUNT; (3)
WAIVING THE 14-DAY STAY PERIODS
SET FORTH IN BANKRUPTCY RULES
6004(h) AND 6006(d); AND (4) GRANTING
RELATED RELIEF**

Auction/Sale Hearing:

Date: September 30, 2021

Time: 2:00 p.m.

Place: ZoomGov

1 **PLEASE TAKE NOTICE** that a hearing and, if appropriate, an auction, will be
2 conducted on September 30, 2021 at 2:00 p.m. (Pacific Time), before the Honorable Erithe A.
3 Smith, United States Bankruptcy Judge, via ZoomGov (see ZoomGov instructions below), for the
4 Court to consider a motion (the “Motion”) filed by The Source Hotel, LLC, the debtor and debtor-
5 in-possession in the above-captioned Chapter 11 bankruptcy case (the “Debtor”), seeking the
6 entry of an order:

7 (A) pursuant to 11 U.S.C. § 363(f), authorizing the Debtor to enter into that certain
8 *Standard Offer, Agreement And Escrow Instructions For Purchase Of Real Estate*
9 *(Non-Residential)* and that certain *Sale Contract Addendum* (together, the
10 “APA”), in substantially the forms attached as Exhibit 1 to the Declaration of
11 Chris Jackson annexed to the Motion (the “Jackson Declaration”), to sell
12 substantially all of the Debtor’s assets, comprised primarily of (i) a partially-
13 constructed seven-story hotel with 178 rooms located in the City of Buena Park,
14 County of Orange, State of California (the “Hotel”), (ii) the Debtor’s leasehold
15 interest in a 99-year ground lease with the Debtor’s affiliate, The Source at Beach,
16 LLC (the “Ground Lease”), for the real property on which the Hotel is being
17 constructed (the “Leasehold Interest”), and (iii) flooring and carpeting, lighting,
18 appliances, trade fixtures, furniture, furnishings and equipment already owned by
19 the Debtor (“FF&E,” and together with the Hotel and the Leasehold Interest, the
20 “Assets”), free and clear of liens, claims, encumbrances and other interests under
21 the terms and conditions set forth in the APA, to the qualified bidder who is
22 determined by the Court to be the highest and best bidder (including its designees,
23 the “Buyer”), as determined at an auction to be conducted before the Court, if
24 appropriate, on September 30, 2021 at 2:00 p.m. (the “Auction”);

25 (B) pursuant to 11 U.S.C. § 365, (i) authorizing the Debtor to assume the Ground
26 Lease and assign such Ground Lease to the Buyer, and (ii) establishing that the
27 amount necessary to cure the Debtor’s defaults under the Ground Lease (the
28 “Cure Amount”) is \$0;

1 (C) waiving the 14-day stay periods set forth in Rules 6004(h) and 6006(d) of the
2 Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and

3 (D) granting related relief as described in the Motion.

4 The complete bases of the Motion are set forth in the Memorandum of Points and Authorities
5 annexed to the Motion, the Jackson Declaration and the Declaration of Donald Chae (the “Chae
6 Declaration”) annexed to the Motion.

7 **PLEASE TAKE FURTHER NOTICE** the Assets are proposed to be sold and
8 transferred to the Buyer, free and clear of all liens, claims, encumbrances and interests of any
9 kind or nature whatsoever other than as provided in the APA, such that the order granting the
10 Motion (the “Sale Order”) shall be effective as a determination that any and all liens, claims,
11 encumbrances and interests shall be, and are, released with respect to the Assets as of the closing
12 of escrow (the “Closing”), except that such liens, claims, encumbrances and interests shall attach
13 to the Debtor’s interest in the sale proceeds in the order of their priority, with the same validity,
14 force and effect as they had in the Assets, subject to any rights, claims and defenses of the
15 Debtor.

16 **PLEASE TAKE FURTHER NOTICE** that, in order to maximize the value obtained by
17 the Debtor and its bankruptcy estate for the Assets, the Debtor has obtained Court approval of
18 certain bidding procedures in connection with the proposed sale/auction of the Assets (the
19 “Bidding Procedures”), which are described in Exhibit A hereto.

20 **PLEASE TAKE FURTHER NOTICE** that, while the Bidding Procedures allow for the
21 Debtor to select a stalking horse bidder for the Assets, the Bidding Procedures also contemplate
22 the sale of the Assets through an open auction in the event that a stalking horse bidder is not
23 selected.

24 **PLEASE TAKE FURTHER NOTICE** that the deadline for parties to submit written
25 bids for the Assets (a “Bid” or “Bids”) is **September 23, 2021 at 4:00 p.m. (Pacific Time)** (the
26 “Bid Deadline”). Bids may be transmitted electronically and must be received by the Debtor and
27 counsel to the Debtor on or before the Bid Deadline. A Bid received after the Bid Deadline shall
28 not constitute a Qualified Bid (as defined in the Bidding Procedures) unless the Debtor consents.

1 **PLEASE TAKE FURTHER NOTICE** that, to be deemed a Qualified Bid, each Bid
2 must comply with the requirements described in the Bidding Procedures and provide that the
3 Closing of the Sale of the Assets shall occur within fifty (50) calendar days following the date of
4 entry of the Sale Order.

5 **PLEASE TAKE FURTHER NOTICE** that, if you are interested in bidding for the
6 Assets and/or would like additional information regarding the Assets and/or the bidding process,
7 you may contact the Debtor's real estate broker, NAI Capital Commercial, Inc., whose contact
8 information is set forth below:

9
10 NAI Capital Commercial, Inc.
11 Attn: Chris Jackson, Co-CEO
12 15821 Ventura Blvd., Suite 320
13 Encino, California 91436
14 Office: (818) 933-2368
 Direct: (818) 905-2400 x.2368
 Facsimile: (818) 933-8120
 Email: cjackson@naicapital.com

15 **PLEASE TAKE FURTHER NOTICE** that, due the COVID-19 pandemic, the Court
16 will conduct the Auction and the hearing on the Sale Motion using ZoomGov audio and video
17 technology. Hearing participants and members of the public may participate in and/or observe
18 the hearing using ZoomGov, free of charge. Individuals may connect by ZoomGov audio and
19 video using a personal computer (equipped with camera, microphone and speaker), or a handheld
20 mobile device with an integrated camera, microphone and speaker (such as an iPhone, iPad,
21 Android phone or Android tablet). The connection can be initiated by entering the "Meeting
22 URL" into a web browser on any of these devices, provided the device is connected to the
23 Internet. Individuals connecting in this manner will be prompted for the Meeting ID and
24 Password shown below. Individuals may also connect to the hearing by telephone only, using
25 the telephone number provided below. Individuals connecting to the hearing by telephone will
26 also be prompted for the Meeting ID and Password. Neither a Zoom nor a ZoomGov account is
27 necessary to participate in or observe the hearing, and no pre-registration is required.
28

1 **PLEASE TAKE FURTHER NOTICE** that the audio portion of the hearing will be
2 recorded electronically by the Court and constitute its official record. All persons are strictly
3 prohibited from making any other recording of court proceedings, whether by video, audio,
4 “screenshot,” or otherwise. Violation of this prohibition may result in the imposition of
5 monetary and non-monetary sanctions.

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7 connection information for the Auction and the hearing on the Motion:

8 Meeting URL: <https://cacb.zoomgov.com/j/1608073838>
9 Meeting ID: 160 807 3838
10 Password: 631396
11 Telephone: (669) 254-5252 or (646) 828-7666

12 **PLEASE TAKE FURTHER NOTICE** that more information on appearing before the
13 the Court by ZoomGov is available in the “Notice of Video and Telephonic Appearance
14 Procedures for Judge Erithe A. Smith’s Cases” on the Court’s website at
15 <https://www.cacb.uscourts.gov/judges/honorable-erithe-smith> under the “Telephonic
16 Instructions” section.

17 **PLEASE TAKE FURTHER NOTICE** that complete copies of the Motion and the
18 documents submitted in support thereof will be provided upon written request to counsel for the
19 Debtor, whose contact information is set forth in the upper left-hand corner of the first page of
20 this Notice.

21 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
22 1(f), any interested party who wishes to oppose the relief requested in the Motion must, not later
23 than fourteen (14) days prior to the scheduled hearing date set forth above, file with the Clerk of
24 the Bankruptcy Court and serve upon counsel for the Debtor (whose contact information is set
25 forth in the upper left-hand corner of the first page of this Notice) and the Office of the United
26 States Trustee, “[a] complete written statement of all reasons in opposition thereto ...,
27 declarations and copies of all evidence on which the responding party intends to rely, and any
28 responding memorandum of points and authorities.”

1 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
2 1(h), the failure to file and serve a timely opposition to the Motion may be deemed by the Court
3 to constitute consent to the relief requested in the Motion.

4 Dated: September 9, 2021

THE SOURCE HOTEL, LLC

5 
6

7 By: _____

8 RON BENDER

JULIET Y. OH

9 LEVENE, NEALE, BENDER,

YOO & BRILL L.L.P.

10 Attorneys for Chapter 11 Debtor and
11 Debtor-in-Possession
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EXHIBIT A

[Notice of Bidding Procedures]

1 RON BENDER (SBN 143364)
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3 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:

THE SOURCE HOTEL, LLC, a
California limited liability company,

Debtor and Debtor in
Possession.

Case No.: 8:21-bk-10525-ES

Chapter 11

**NOTICE OF OPPORTUNITY TO
PURCHASE SUBSTANTIALLY ALL OF
THE DEBTOR'S ASSETS AND THE
BIDDING AND SALE PROCEDURES
RELATED THERETO**

Sale Auction and Hearing:

Date: September 30, 2021

Time: 2:00 p.m.

Place: ZoomGov

1 **PLEASE TAKE NOTICE** that a hearing and, if appropriate, an auction, will be
2 conducted on **September 30, 2021, at 2:00 p.m. (Pacific Time)**, before the Honorable Erithe A.
3 Smith, United States Bankruptcy Judge, via ZoomGov (see ZoomGov instructions below), for the
4 Court to consider a motion (the “Sale Motion”) by The Source Hotel, LLC, the debtor and debtor-
5 in-possession in the above-captioned Chapter 11 bankruptcy case (the “Debtor”), for Court
6 approval of the sale of substantially all of the Debtor’s assets (collectively, the “Assets”),
7 comprised primarily of (i) a partially-constructed seven-story hotel with 178 rooms located in the
8 City of Buena Park, County of Orange, State of California (the “Hotel”), (ii) the Debtor’s
9 leasehold interest in a 99-year ground lease with the Debtor’s affiliate, The Source at Beach,
10 LLC, for the real property on which the Hotel is being constructed (the “Leasehold Interest”) and
11 (iii) flooring and carpeting, lighting, appliances, trade fixtures, furniture, furnishings and
12 equipment already owned by the Debtor (collectively, “FF&E”).

13 **PLEASE TAKE FURTHER NOTICE** that, in connection with the proposed sale and
14 auction of the Assets, the Debtor has obtained Court approval of the bidding and sale procedures
15 described below (the “Bidding Procedures”). The proposed procedures are designed to ensure
16 that the highest price possible is paid for the Assets by a purchaser who has the financial ability
17 to close on the sale of the Assets (the “Sale”).

18 A. **Participation Requirements.** To participate in the bidding process or otherwise be
19 considered for any purpose under the Bidding Procedures, a person or entity
20 interested in purchasing the Assets (a “Potential Bidder”) must deliver or have
21 previously delivered to the Debtor the following documents (the “Participation
22 Requirements”): (1) an executed non-disclosure agreement; (2) a statement
23 demonstrating a bona fide interest in purchasing the Assets; and (3) one of the
24 following: (i) written evidence of available funds, (ii) a firm commitment for
25 financing sufficient for the Potential Bidder to timely consummate the purchase of
26 the Assets, or (iii) other sufficient information, which may include current audited
27 financial statements and the latest unaudited financial statements of the potential
28 bidder and/or its equity holders, or such other form of financial disclosure and

1 credit-quality support or enhancement that will allow the Debtor to make a
2 reasonable determination as to the Potential Bidder's financial and other capabilities
3 to timely consummate the purchase of the Assets. Any Potential Bidder who has
4 satisfied the foregoing Participation Requirements will be afforded due diligence
5 access and additional information through access to an online data room.

6 B. **Bid Deadline.** The deadline for submitting written bids for the Assets (a "Bid" or
7 "Bids") is **September 23, 2021 at 4:00 p.m. (Pacific Time)** (the "Bid Deadline").
8 Such Bids may be transmitted electronically and must be received on or before that
9 date and time by the Debtor and counsel to the Debtor. A Bid received after the Bid
10 Deadline shall not constitute a Qualified Bid (as defined below) unless the Debtor
11 consents.

12 C. **Bid Requirements.** To be eligible to participate in the Auction (as defined below),
13 each Bid and each Potential Bidder submitting such a Bid (other than the Debtor's
14 senior secured creditor, Shady Bird Lending, LLC ("Shady Bird") and its Bid, if
15 any) must be determined by the Debtor, in consultation with Shady Bird and certain
16 individual EB-5 investors represented by Reid & Wise LLC (the "EB-5 Investors"),
17 to satisfy the conditions listed below (collectively, the "Bid Requirements"):

18 1. ***Terms.*** The Bid must include either: (a) a proposed asset purchase agreement
19 marked against the form of the asset purchase agreement and addendum
20 thereto provided herewith (together, the "APA") to show any proposed
21 amendments thereto (the "Modified Agreement") and a clean and executed
22 Modified Agreement, or (b) in the case of Bids proposing a structure other than
23 an asset purchase or as specified in the APA, such other proposed documents
24 evidencing the proposed transaction.

25 2. ***Contingencies.*** The Bid must include a statement that there are no conditions
26 precedent to the bidder's authority to enter into or consummate a definitive
27 agreement.
28

3. ***Irrevocable.*** The Bid must state that such offer is binding and irrevocable until the entry of an order approving the proposed Sale.
 4. ***Identity of Bidder.*** A Bid must disclose the identity of each entity or person that will be bidding or otherwise participating in connection with such Bid, including, without limitation, any current director, officer, equity holder, or other insider of the Debtor, and the complete terms of such participation or agreement entered into with such entity.
 5. ***Contact Information.*** A Bid must include the names and contact information of authorized representatives of the bidder who will be available to answer questions regarding the Bid, including advisors and related parties.
 6. ***Deposit.*** A Bid must include a good-faith deposit in immediately available funds equal to four percent (4%) of the proposed purchase price for the Assets (the “Deposit”). If a Bid is identified as the Successful Bid (as defined below), and the bidder who submitted such Bid fails to timely close the Sale for any reason other than a material breach by the Debtor, the Deposit shall become non-refundable. The Deposit for each Qualified Bidder shall be held in a segregated trust account maintained by the Debtor’s bankruptcy counsel on terms acceptable to the Debtor and shall be returned (other than with respect to the Successful Bidder and any backup bidder) promptly after the approval of the Successful Bid at the Sale Hearing (as defined below).
 7. ***Financing Sources.*** A Bid must contain written evidence of available funds or a firm irrevocable commitment for financing sufficient to consummate the proposed Sale with appropriate contact information for such financing sources.
- D. **Qualified Bidders And Bids.** Potential Bidders who have satisfied the Participation Requirements and Bid Requirements will be deemed “Qualified Bidders,” and Bids that meet all of the Bid Requirements described above will be deemed “Qualified Bids,” in each case, if the Debtor believes, in consultation with NAI and Shady Bird, that such Bid would be consummated if selected as the Successful Bid.

- 1 E. **Credit Bid by Shady Bird.** Shady Bird is automatically deemed a Qualified Bidder
2 and may participate in the Auction if it chooses to do so (but is not required to do
3 so). Shady Bird shall have the right to credit bid up to the full amount of its allowed
4 claim, as calculated in the Settlement Stipulation, at any time prior to the end of the
5 Auction. Shady Bird shall not be required to post a Deposit in order to be deemed a
6 Qualified Bidder, and Shady Bird's qualification as a Qualified Bidder shall not
7 cause it to forfeit a four percent (4%) credit against its claim.
- 8 F. **Other Credit Bids.** A secured party other than Shady Bird may submit a credit bid
9 only if (1) such party has satisfied the Participation Requirements and Bid
10 Requirements; and (2) the submitted credit bid includes cash consideration sufficient
11 to pay in full all claims for which there are valid, perfected, and unavoidable liens
12 that are senior in priority to those of such party seeking to credit bid (including,
13 without limitation, the allowed claim of Shady Bird), unless such senior lien
14 holder(s) consent to alternative treatment.
- 15 G. **Auction.** If two or more Qualified Bids for the Assets have been received and any
16 Qualified Bidder has indicated its/his/her intent to participate in the Auction, the
17 Debtor will conduct an Auction for the sale or other transfer of the Assets, which
18 Auction shall take place at the Sale Hearing (as defined below) at 2:00 p.m. (Pacific
19 Time) on September 30, 2021.
- 20 H. **No Collusion; Good Faith Bona Fide Offer.** Each Qualified Bidder participating in
21 the Auction will be required to confirm on the record at the Auction that: (i) it has
22 not engaged in any collusion with respect to the bidding; and (ii) its Bid is a good-
23 faith *bona fide* offer and it intends to consummate the proposed transaction if
24 selected as the Successful Bidder.
- 25 I. **Initial Bid At Auction.** The "Initial Bid" at the Auction will be the Qualified Bid
26 which the Debtor, in consultation with Shady Bird, has determined is the highest and
27 best bid received for the Assets. All bidding after the Initial Bid shall continue
28 thereafter in subsequent bid increments of at least \$100,000.

1 J. **Conducting the Auction.** The Debtor, following consultation with NAI and Shady
2 Bird, may conduct the Auction in the manner it reasonably determines, in its
3 business judgment, will promote the goals of the bid process, will achieve the
4 maximum value for all parties in interest and is not inconsistent with any of the
5 provisions of the Bidding Procedures, the Bankruptcy Code or any order of the
6 Bankruptcy Court entered in connection herewith. The Debtor, in consultation with
7 Shady Bird, may (1) determine which Qualified Bid, if any, is the highest, best and
8 otherwise financially superior offer and (2) reject at any time any Bid that is (i)
9 inadequate or insufficient, (ii) not in conformity with the requirements of the
10 Bankruptcy Code or these Bidding Procedures, or (iii) contrary to the best interests
11 of the Debtor, its estate, and its creditors.

12 K. **Selection of the Successful Bid and Back-Up Bid.** The Auction shall continue until
13 there is only one offer that the Debtor (following consultation with Shady Bird)
14 determines, subject to Court approval, is the highest or best offer from among the
15 Qualified Bidders submitted at Auction (the “Successful Bid”). The Qualified
16 Bidder submitting the Successful Bid shall become the “Successful Bidder” and
17 shall have such rights and responsibilities of a purchaser, as set forth in the APA,
18 Modified Agreement or other transaction documents, as applicable. The Debtor
19 (after consultation with Shady Bird) shall also select a back-up bid (the “Back-Up
20 Bid”), with the consent of the Qualified Bidder submitting such Back-Up Bid, which
21 shall remain open and irrevocable until one (1) business day after the closing of the
22 Sale with the Successful Bidder or such later time as agreed to by the Qualified
23 Bidder submitting such Back-Up Bid. In the event that, for any reason, the
24 Successful Bidder fails to close the transaction contemplated by the Successful
25 Bidder, the Debtor may elect to regard the Back-Up Bid as the highest or best bid for
26 the Assets, and the Debtor will be authorized to consummate the Sale or other
27 transaction contemplated by the Back-Up Bid without further order of the Court.
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1 L. **Sale Hearing.** The hearing to approve and authorize the Sale to the Successful
2 Bidder (the "Sale Hearing") shall be conducted immediately following the Auction
3 at 12:00 p.m. (Pacific Time) on September 30, 2021 or at such other date and time
4 set by the Court.

5 M. **Stalking Horse Bid.** The Debtor reserves the right to seek Court approval of a
6 stalking horse bidder, provided that such Court approval of a stalking horse bidder is
7 not inconsistent with any of the Bidding Procedures, unless otherwise agreed to by
8 Shady Bird.

9 N. **Reservation of Rights.** The Debtor reserves the right to modify the Bidding
10 Procedures in its reasonable business judgment, in consultation with NAI and Shady
11 Bird, in any manner that will promote the goals of the Bidding Procedures,
12 including, without limitation: (a) extending the deadlines set forth in the Bidding
13 Procedures; (b) adjourning the Auction at the Auction and/or adjourning the Sale
14 Hearing in open Court without further notice; (c) adding procedural rules that are
15 reasonably necessary or advisable under the circumstances for conducting the
16 Auction; (d) canceling the Auction; and (e) rejection of any or all Bids.

17 **PLEASE TAKE FURTHER NOTICE** that further information regarding the Assets may
18 be obtained by contacting the Debtor's real estate broker, NAI Capital Commercial, Inc. whose
19 contact information is as follows:

20 NAI Capital Commercial, Inc.
21 Attn: Chris Jackson, Co-CEO
22 15821 Ventura Blvd., Suite 320
23 Encino, California 91436
24 Office: (818) 933-2368
25 Direct: (818) 905-2400 x.2368
26 Facsimile: (818) 933-8120
27 Email: cjackson@naicapital.com

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3 Procedures for Judge Erithe A. Smith’s Cases” on the Court’s website at
4 <https://www.cacb.uscourts.gov/judges/honorable-erithe-smith> under the “Telephonic Instructions”
5 section.

6 Dated: September 8, 2021

THE SOURCE HOTEL, LLC

7 By: /s/ Juliet Y. Oh
8 RON BENDER
9 JULIET Y. OH
10 LEVENE, NEALE, BENDER,
11 YOO & BRILL L.L.P.
12 Attorneys for Chapter 11 Debtor and
13 Debtor-in-Possession
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **September 9, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- Christopher G. Cardinale ccardinale@agclawfirm.com, mgonzalez@agclawfirm.com
- Michael G Fletcher mfletcher@frandzel.com, sking@frandzel.com
- Amir Gamliel amir-gamliel-9554@ecf.pacerpro.com, cmallahi@perkinscoie.com; DocketLA@perkinscoie.com
- Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Peter F Jazayeri peter@jaz-law.com
- Daniel A Lev dlev@sulmeyerlaw.com, ccaldwell@sulmeyerlaw.com; dlev@ecf.inforuptcy.com
- Robert K Lu edw21600@gmail.com
- Kyle J Mathews kmathews@sheppardmullin.com
- Juliet Y Oh jyo@lnbyb.com, jyo@lnbrb.com
- Ho-El Park hpark@hparklaw.com
- Ronald N Richards ron@ronaldrichards.com, morani@ronaldrichards.com
- United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **September 9, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

None.

☐ Service List continued on attached page

1 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**
2 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
3 on **September 9, 2021**, I served the following persons and/or entities by personal delivery, overnight mail
4 service, or (for those who consented in writing to such service method), by facsimile transmission and/or
5 email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight
6 mail to, the judge will be completed no later than 24 hours after the document is filed.

7 Served via Overnight Mail

8 Hon. Erithe A. Smith
9 United States Bankruptcy Court
10 Ronald Reagan Federal Building and Courthouse
11 411 West Fourth Street, Suite 5040 / Courtroom 5A
12 Santa Ana, CA 92701-4593

13 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
14 true and correct.

15 September 9, 2021
16 Date

17 Stephanie Reichert
18 Type Name

19 /s/ Stephanie Reichert
20 Signature